REQUEST FOR PROPOSALS
FOR

Compensation & Classification Study

North Central Regional Transit District

1327 N. Riverside Dr., Española, New Mexico, 87532

January 11, 2013

Section 1. GENERAL INFORMATION

1.1 Document Purpose

The North Central Regional Transit District (NCRTD) is requesting proposals from firms and individuals interested in providing compensation and classification study services.

This Request for Proposals (RFP) outlines a description of the services sought and the required documents interested firms will be expected to submit. **All requested information shall be submitted in the format required by 11:00 a.m. (local time), Monday, February 4, 2013.** Any responses received after the deadline will not be considered.

Proposals will be reviewed and ranked per criteria outlined in Section 5 of this Request for Proposals. An evaluation team will evaluate proposals. Interviews and negotiations may be held with acceptable firms. Best and final offers may be requested, and a recommendation of final rank order shall then be determined. The final decision regarding contract award will be made by the NCRTD.

For its own best interests, the NCRTD reserves the right to accept any proposal or to reject any or all proposals.

1.2 Agency's Background

In March 2003, the New Mexico State Legislature (SB 34) authorized the formation of Regional Transit Districts (RTDs) and subsequently in September 2004 the NCRTD was recognized by the New Mexico Department of Transportation (NMDOT) as the first RTD in New Mexico.

State Statute 73-25-2. The Regional Transit Act provides for the following purpose:

a. serve the public by providing for the creation of regional networks of safe and efficient public transit services;

b. allow multijurisdictional public transit systems to reduce the congestion of single-occupant motor vehicle traffic by providing transportation options for residents;

c. decrease automobile accidents by reducing traffic congestion on freeways and streets;

d. reduce noise and air pollution produced by motor vehicles;

e. prolong and extend the life of New Mexico's existing roadways by easing the traffic burden;

f. provide residents with a choice of transportation alternatives so that seniors, youth, low-income and mobility-impaired residents and others unable to drive or afford motor vehicles continue to have full access to the goods, services, jobs and activities of the community;

g. improve the New Mexico economy by increasing workforce and citizen access to education and higher paying jobs; and

h. prolong and extend petroleum resources.

The NCRTD provides commuter, fixed route, para-transit and demand response transit services within the counties of Los Alamos, Rio Arriba, Santa Fe and Taos, the cities of Espanola, Santa Fe, Town of Edgewood and to five Pueblo's located within the RTD boundaries. The individual transit systems within the RTD are municipal partners. The Districts services area is in excess of 10,000 square miles. The administrative structure of the NCRTD is designed to support the enhancement of transit services where they currently exist, and to provide transit services to the four (4) Counties which do not individually have the resources or expertise to provide these services. In fiscal year (FY) 2012 the District had 185,827 riders for the routes it operates and an annual budget of $9.8 million and currently employs 51 individuals. District ridership for the 2012 FY when accounted for non–district operated but funded routes totals 431,941.

1.3 Background and Purpose

As of November 2012, NCRTD employs approximately 51employees of whom 28 or 60% are represented by the Teamsters labor union. The original NCRTD Compensation Plan was developed in 2007 and has not been updated since then.

NCRTD is seeking proposals for professional services to:

a. Perform an assessment of and make recommendations about its current compensation philosophy, policies and practices and conduct a market study, including recommendations for whether/how to include private sector information and non-wage components along with public sector data and the best way to implement future market adjustments for exempt and non-exempt and union positions (understanding that current contracts maybe in effect during this study period);

b. Review and revise its current compensation structure and make recommendations;

c. Review and revise current classification system and job descriptions;

d. Make recommendations for best practices for implementing pay for performance for non-union employees, including recommendations on correcting internal equity and compression issues;

e. The compensation study must ensure equity and competitiveness in comparison with cities of similar size, circumstances and geographic area;

f. Present final recommendation and plans to the legislative and management bodies.

1.4 General Requirements

Submissions are limited to a maximum of 20 pages, in addition to the required certifications. Please do not submit binders, brochures, or other attachments. If additional information is required, it will be requested after the review of the proposals. NCRTD shall not be liable for any expense incurred in the preparation of proposals.

All proposals and submissions will become the property of NCRTD and will not be returned to the

Proposer.

1.5 Addenda to RFP

NCRTD reserve the right to make any changes in the RFP as deemed appropriate. Any and all changes shall be made by written addendum, which shall be issued by NCRTD to all prospective Proposers who have requested copies of the RFP from NCRTD and can also be found on the procurement web page for NCRTD at www.ncrtd.org.

1.6 Submittal of Proposals

Proposals will be received by NCRTD until 11:00 a.m. (local time), Monday, February 4, 2013. Any proposal received after the prescribed deadline will not be considered.

Proposals will not be accepted by facsimile transmission. Any proposals transmitted by facsimile machine and followed by a mail or hand delivery of the proposal will also not be considered.

Proposals shall have the name and address for delivery as follows:

Hand Delivery:

NCRTD
Attn: Glenda Aragon, Procurement Agent
1327 N. Riverside Dr.
Española, New Mexico, 87532

Mail Delivery:

NCRTD
Attn: Glenda Aragon, Procurement Agent
1327 N. Riverside Dr.
Española, New Mexico, 87532

The proposal shall be sealed in an envelope, box, or other suitable package. To ensure proper identification and handling, mark in the lower left-hand corner of the envelope:

RFP Compensation & Classification Study Services

One original, clearly marked, and five (5) copies of the proposal must be furnished to NCRTD at the time and place specified above.

1.7 Inquiries on RFP

Questions on this RFP should be addressed either in writing to the Procurement Agent at the above address, or via e-mail to glendaa@ncrtd.org. The NCRTD Procurement Agent shall be the single point of contact during the entire solicitation process. Contact with other NCRTD personnel will not be permitted during the solicitation process.

Any changes or clarifications to the information provided herein shall be reduced to writing and will be furnished to all prospective Proposers as addenda to this RFP.

Questions must be submitted by 12:00 noon, January 25, 2013. Any questions and concerns after this time will be addressed at the discretion of NCRTD if it deems it will compromise the procurement process in any way.

1.8 Validity Period

The proposal shall be considered current and a valid offer to undertake the work, subject to successful negotiation of a contract, for a period of at least ninety (90) days and shall contain a statement in the proposal to that effect.

1.9 RFP Evaluation Schedule

The following timeline will be observed in evaluating proposals received:

February 4, 2012 @ 11:00 a.m.	Proposals Due
February 14 or 15, 2013	Interviews (if necessary)
February 19, 2013	Award Recommendation

Proposers who submit a proposal in response to this RFP may be required to attend an interview or give an oral presentation of their proposal to the NCRTD. This provides an opportunity for the Proposer to clarify or elaborate on their proposal. This is a fact finding and explanation session only and does not include negotiation. The NCRTD Procurement Agent will schedule the time and location of the interview or presentation. All interviews or presentations shall be held on site at a NCRTD location, and all costs involved shall be the responsibility of the Proposer. Interviews or presentations are an option of the NCRTD and may or may not be conducted. If NCRTD determines interviews are necessary, a more detailed time schedule will be established after the proposals are received and Proposers will be notified.

1.10 Procurement Protest Procedure

Proposers or third parties who can demonstrate a substantial economic interest may protest the decision by NCRTD regarding (1) a provision of the Request for Proposals or (2) contract award. All communication concerning a protest shall be in writing and will be open for public inspection. A copy of the complete protest procedure policy may be obtained by contacting the NCRTD Procurement Agent at glendaa@ncrtd.org.

1.11 Proposals Become Public Records

During the evaluation process, NCRTD treats all proposals with the highest level of confidentiality; however, once the evaluation process has been completed and a contract is awarded, the entire procurement becomes public information and subject to the New Mexico Public Information Act. Any proprietary information revealed in the proposal should therefore be clearly identified as such. NCRTD will notify any Proposer before releasing the proprietary information to any request for public records.

Section 2. TECHNICAL QUALIFICATIONS

By responding to this RFP, the Proposer warrants that (s) he is qualified and has necessary skills and knowledge to conduct the salary, compensation and classification study as described in this document.

Therefore, the omission of a particular task in the following Scope of Work shall not relieve the Proposer from the duty to perform same if it is necessary for the successful completion of the project.

Section 3. SCOPE OF SERVICES REQUIRED

3.1 General Information

NCRTD has been impacted by the down turned economy and employee compensation has been constrained over the past several years. The NCRTD has been able to provide its exempt and non-exempt employees with performance based increases over the last four years. However, the NCRTD pay plan has not been updated since its initial development in 2007. In 2012, the employees (drivers and dispatchers) sought union affiliation which is in the final stages of negotiation and it is anticipated to be ratified by the time this study is commenced. The initial contract length is anticipated to be 18 months or less.

With changes in both the economy and labor market over the last decade, NCRTD seeks to have an assessment completed of its market study methodology and its pay philosophy, polices, and practices. NCRTD seeks recommendations related to these areas that will ensure its competitiveness in the market and its ability to attract and retain qualified and exceptional candidates. Additionally, NCRTD seeks recommendations for implementing equity or pay correction for existing employees who have fallen below the market while simultaneously considering internal equity and compression issues. Finally, NCRTD seeks proposals for carrying out current classification studies of various positions and classifications. Lastly, the NCRTD seeks to develop a pay for performance system only applicable to its non-represented employees.

3.2 Goal

The ultimate goal of NCRTD is to produce a fair and equitable compensation system for its employees. In order to achieve that goal, the NCRTD has an approved performance based compensation program. However the program does not discern between various levels of performance and associated increases. The following criteria were set to guide the plan:

- The Plan must be equitable.
- The Plan must be competitive within the target job market for each position.
- The Plan must be responsive to performance, both weak and strong.
- The Plan must be responsive to the financial conditions of the agency.
- The Plan must be responsive to the financial condition of the area; and
- The Plan must be responsive to the value the agency places on each job and each function within that job while being flexible enough to respond to changing priorities.

3.3 Scope of Work

Review Current Compensation Policies and Practices: Evaluate the strengths and weaknesses of NCRTD current compensation philosophy, policy and practices, including pay classification, job families, merit or

performance pay, promotions, and internal equity. Make recommendations for changes to the compensation philosophy, policies or practices that support the organization's strategic priorities including:

- Market percentile for minimum, midpoint, and maximum ranges.
- Ability for employees to move and advance within the current classification structure and pay ranges;
- Methods and options related to market study implementation other than across the board implementation;
- Recommendations regarding whether/how to utilize one time payments;
- Recommendations regarding equity adjustments for existing employees who have fallen behind market;
- Appropriate tools or incentives to use with potential employees for recruitment or existing employees for retention; and
- Current policies and practices relating to pay for performance increases and flexibility to move outside the pay structure.

Determine Appropriate Composition of the Market(s): Identify the appropriate market or markets NCRTD should use in market studies as well as recommend the appropriate study components and methodology, including:

- Selection criteria for comparable agencies;
- Selection and number of benchmarked positions;
- Evaluation of appropriate "matches" of similar benchmarked positions;
- Recommendations for whether/how to utilize private sector comparisons in market studies;
- Recommendations regarding the use of multiple markets as determined by particular positions; and
- Criteria factors for comparison (salary, total compensation), including whether or how nonwage elements (benefits) would be determined, compared, and presented.

The Human Resource (HR) staff of NCRTD will provide the consultant with what are believed to be the appropriate markets for these jobs. The consultant is expected to review these recommendations and make revisions as necessary. HR for NCRTD will expect to review and approve the consultant's survey lists prior to the consultant completing the collection of market data.

Collecting Market Data: After identifying the most appropriate market source data, the consultant will create a document comparing NCRTD benchmark salaries to market reference points. All salary data

collected is to be automatically aged to July, 2013. All survey sources should be weighted based on the number of rates reported in each of the surveys.

Classification Study, Analysis and Recommendations: Review and make recommendations regarding NCRTD current classification and compensation structure, including:

- Numbers/types of classifications;
- Opportunities for streamlining classifications/pay structure;
- Pay progression within classifications;
- Address internal equity and alignment within the Agency, considering the issue of compression within the non-represented and represented classifications and parity between salaried and bargaining unit pay grades for work requiring comparable education, skills, and knowledge.
- Options for recruitment and retention strategies and their role within the broader compensation structure;
- Basis for determining and changing salary ranges;
- Market study implementation options; how to maintain integrity of compensation structure while not increasing all salaries across a classification;
- Establish a mechanism to reward high performing professional, supervisory, technical and administrative employees who provide significant expertise and experience that is difficult to replace.
- Provide for a system of career progression that will allow for promotion in certain classifications when advanced knowledge, skills and abilities are achieved.
- Prepare a list or menu of options regarding tools or incentives, other than traditional wages and benefits, that could be used in creating a total compensation package;
- Train internal staff on managing and administering a new classification/compensation structure.

3.4 Final Project Deliverables

- A detailed Report addressing all items identified within the Scope of Work
- Report with all recommendations including updated salary ranges
- Implementation plan

- Reports should be delivered to the NCRTD in a current version of Microsoft Word and Excel

- Presentation to be delivered to NCRTD Board of Directors with analysis and recommendations. This deliverable may require consultant to attend the next available Board of Directors meeting following the completion of the project to either present the information to the NCRTD Board, or answer questions.

3.5 Required Qualifications for Primary Consultant

Primary Consultant Requirements:

- Knowledge and experience in the interpretation of Federal and State laws as they relate to pay practices and compensation.

- A minimum of five (5) years' experience in performing job evaluation, classification and market based compensation study work. Experience must include classification and market studies for private organizations, public and nonpublic transit agencies and other public sector entities.

- Demonstrated knowledge and understanding of the principles and practices of compensation including the development of compensation structures, policies and procedures including base pay, performance based pay, wage progression, compression, and equity solutions.

- Demonstrated ability to provide the services specified in a timely manner.

Any out-of-pocket expenses, including telephone, postage, copy charges, and related expenses shall be itemized on the invoice and be supported by original invoices for such charges and included in the price rates.

NCRTD makes no provision for reimbursement of expenses beyond those actually contracted.

Section 4. PROPOSAL REQUIREMENTS

Each proposal shall contain the following items:

4.1 General Requirements

a. Letter of Transmittal signed by the party authorized to execute contracts on behalf of the Proposer. This letter shall contain a statement that the Proposer has received, read, and understands this RFP. The letter should also acknowledge receipt of any addenda distributed after release of the RFP, if applicable. The letter should state that the Proposer has the scheduling capability to perform the work and that the Proposer has the proper certifications and licenses to legally perform the duties if any are required. The cover letter should state that the proposal remains in effect for at least ninety (90) days after submission.

b. Table of Contents;

c. Summary of Proposal;

d. Required Certifications (Attachments). These certifications regarding Addenda, Agreement of Goods and Services and Non-Collusion must be completed and returned with the proposal.

4.2 Understanding of Contract/Services

The proposal shall include a narrative demonstrating the Proposer's understanding of the service requirements and provide an overview of the elements involved in providing the necessary services.

4.3 Approach

The proposal shall contain a description of how the firm will provide the required compensation study services with an emphasis to minimize financial impact to NCRTD.

This will include the firm's ongoing service commitment, responsiveness, office location, use of lower cost work, analysis, research as appropriate, etc.

Proposing firms shall clearly identify in the proposal any real or potential conflict of interest in the representation of NCRTD.

4.4 Experience and Qualifications

The proposal shall provide a summary of the firm's qualifications as they relate to the duties and desired qualifications described in Section 4. The proposal shall describe any previous experience on similar or related projects. The proposal shall include a description of related compensation survey and analysis experience with agencies of a similar size to NCRTD as well as a demonstrated knowledge of public sector compensation. The proposal shall also include resumes and a description of specific past experience for the key individual(s) who would perform the services described herein. The Proposer shall designate a project manager who shall be the responsible individual and the point of contact between the Project Manager and the Contractor.

4.5 Project Organization and Staff

The Proposer shall submit a project staff chart clearly identifying the project manager or primary consultant and key personnel associated with conducting the required Scope of Work. Proposer will not change, reassign or substitute the presented project manager/primary consultant unless presented and approved by NCRTD.

The proposal shall also include a brief description of all current and other pending assignments of the firm or firms.

If subcontractors are proposed for the project, the identification and qualifications of all proposed subcontractors shall be disclosed. Each subcontractor must be identified in the proposal along with a brief statement listing the specific qualifications of the subcontractor for this project and the way in which the subcontractor will augment the Proposer's in-house expertise. If subcontractors are selected by the Proposer after award of the Contract, such subcontractors will be subject to approval by NCRTD. The prime Contractor will be required to perform at least fifty percent (50%) of the contracted work.

4.6 References

The proposal shall list a minimum of four (4) references from agencies or firms for which similar services have been completed. Include the name, email and current telephone number of the contact person who can provide a statement of reference. References should include a written description of the work performed.

4.7 Timetable and Price Proposal

The proposer will be expected to submit a project timetable that lists major tasks with their starting and ending dates. Meetings and deliverables should be included as milestones on the timetable. The proposer shall update and resubmit the timetable as conditions warrant, once they are selected.

The proposer should provide a task-by-task budget. The budget will be constructed in a way that allows the proposer and the NCRTD Project Manager to monitor project financial performance and take corrective actions in a timely manner.

The desired timetable for project completion is three (3) months from the date of contract execution. The NCRTD is attempting to align the discussion and the implementation of the recommendations with its FY 2014 Budget process, which requires that the Board adopt a budget no later than June 30, 2013. Proposers may, however, propose a longer timeline if they feel the proposed work cannot be completed within this period.

The price proposal shall be separate from all other information provided. The Proposer shall use their own form to submit a price proposal to establish project rates. These rates should be a "corporate rate," which includes all costs related to the services provided: the hourly rate for each activity listed will be provided as well as the estimated level of effort (hours).

4.8 Declaration in Written Form

Proposer shall provide a statement clearly defining any known or potential conflict of interest and that the firm will represent NCRTD even to the exclusion of all other clients.

Proposer shall disclose any and all clients that are governmental agencies located in New Mexico. Availability

The proposal shall show how the Proposer intends to schedule projects and provide backup or access to comparable services in case of unavailability of primary consultant.

Designated consultants shall do all work required for a market study and analysis from its inception to its conclusion, unless the consultant has departed the firm, and at such time, NCRTD provides approval.

4.9 Other Information

The Proposer is free to include other information that may assist NCRTD in determining the Proposer's qualifications to undertake the work described, including:

- The Proposer's philosophy of doing business and its relationship to clients; and
- A description of the Proposer's experience/understanding with public agencies or government accounts.

Proposers should not prepare unnecessarily elaborate brochures or other presentation materials that go beyond that which is sufficient to present a complete and effective response.

Section 5. EVALUATION CRITERIA

Proposals will be evaluated by an Evaluation Committee based on the following criteria:

CRITERIA	
Ability, Experience and Qualifications	20 points
Demonstrated Past Performance	20 points
Approach and Methodology	20 points
Cost	30 points
Timeline for Completion	10 points
Total Points Available	100 points

To score the best possible score in each category NCRTD will evaluate contractors best meeting the following:

Ability, Experience and Qualifications (20 points)

- Demonstrate your firm's experience in assisting: private organizations, public transit agencies and non-public transit agencies to develop compensation systems and conducting market studies, which you believe qualifies your firm for this engagement;
- Identify the Primary Consultant that will be assigned to this engagement and their qualifications via a resume, based on the requirements in RFP.

Demonstrated Past Performance (20 points)

- Minimum of four positive references and no negative references from previous entities for which this service was provided; include the name, address, email address, and telephone number for each contact.
- Past Performance may also be measured based on Proposer's presentation and interview.

Approach and Methodology (20 points)

- Demonstrate concise, comprehensive, well written, logical, and organized approach and methodology to describe the selection of survey sources, how job matches are performed, and how data are aged and cleansed to provide data integrity.

Cost (30 points)

- Lowest ''Total Cost to Complete Project", will receive full points. All other proposals will receive proportionate scoring, as compared to the proposal with the lowest ''Total Cost to Complete Project."

Timeline for Completion (10 points)

- Demonstrate a reasonable, well thought out timeline for completing services assuming the engagement begins on the date the contract is executed. This criterion relates to the promptness with which the Proposer can complete the project.

Attachment A

Sample Professional Services Agreement

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

PROFESSIONAL SERVICES AGREEMENT

THIS TRANSIT SERVICE PLAN UPDATE SERVICES AGREEMENT is made by and between the North Central Regional Transit District hereinafter referred to as the "Client or District" and, ------- _____hereinafter referred to as "Contractor" and collectively referred to as the "PARTIES".

WHEREAS, pursuant to the Districts Procurement Regulations.*;* the Contractor has held itself out as possessing the personnel, experience and knowledge necessary to perform the services described in implementing the Scope of Work as attached and contained within the RFP; and the District has selected the Contractor as the offeror most advantageous to the District.

WHEREAS, all parties agree that, pursuant to the Procurement Regulations the total amount of this Agreement is $____, excluding NMGRT taxes.

1. The District agrees

    a) To compensate the Contractor in the amount of **$_____** for services referred to above, excluding gross receipts tax.

    a. To be invoiced monthly.

2. Taxes

    a. Payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility.

    b. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the District to the Contractor.

3. Contractor agrees to:

    a. Provide all services contained in their response to the RFP and all others as described in the Districts RFP and as outlined in the project proposal and deliver completed project in a timely manner with all work to be done in cooperation with THE District's project coordinator.

b. Not charge the District for ???????.

c. Obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

d. Submit monthly invoices, containing a detailed report of work performed.

e. Refund to the District, in the same proportion as it was paid to the Contractor, expenditures under this agreement when determined by independent audit to be ineligible for payment.

4. Term

This agreement shall not become effective until approved by the North Central Regional Transit District. This Agreement shall terminate on ?????, 2013, unless terminated pursuant to paragraph 5, or extended by mutual agreement in writing for up to ??????.

5. Termination

a. Generally. District may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of District at the rate set out in the Contractors proposal. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to District originals of all materials prepared pursuant to this Agreement.

b. Funding. The terms of this Agreement is contingent upon sufficient appropriations and authorization being made by the NCRTD for the performance of this Agreement. If sufficient appropriations and authorization are not made by the NCRTD, this Agreement shall terminate upon written notice being given by the NCRTD to the Contractor. The NCRTD's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

6. Status of Contractor, Staff, and Personnel

This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of District and will not be considered an employee of District for any purpose. Contractor, its agents or employees shall make no representation that they are District employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing the District's name or logo. Neither Contractor, nor any employee of Contractor, shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind District to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding the District to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and

discharge its employees or associates as it deems appropriate without interference from the District; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner. The Contractor warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer, District employee or former District employee have been followed.

7. Employees and Subcontractors

   Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless District for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

8. Assignment
   Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of District.

9. Subcontracting
   The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the District.

10. Records and Audit
    Contractor shall maintain throughout the term of this Agreement and for a period of six (6) years thereafter records that indicate the date, time, and nature of the services rendered. Contractor shall make available for inspection by District all records, books of account, memoranda, and other documents pertaining to District at any reasonable time upon request.

11. Release
    The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the District, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the District unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. Confidentiality
    Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the District.

13. Deliverables and Use of Documents
    All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in

written or electronic form, shall remain the exclusive property of and shall inure to the benefit of District as works for hire. Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of District. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of the District.

14. Insurance

Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to the District. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section 14 is a condition precedent to the District's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement, unless and until Contractor has met the requirements of this Section 14. The District requires Certificates of Insurance, or other evidence acceptable to District, that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. General Liability Insurance and Automobile Liability Insurance shall name the District as an additional insured and provide that the District will be notified no less than thirty (30) days in advance of cancellation.

- General Liability Insurance. $1,000,000 combined single limit per occurrence;

- Workers' Compensation. In an amount as may be required by law. District may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so; and

- Automobile Liability Insurance for Contractor and its employees. An amount at least equal to the minimum required by state law on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

15. Conflict of Interest

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer, District employee or former District employee have been followed.

16. Amendment

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

17. Merger

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or

otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

18. Non Discrimination
During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

19. Invalid Term or Condition
If any term or condition of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected and shall be valid and enforceable.

20. Enforcement of Agreement
A party's failure to require strict performance of any provision of this agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

21. Severability
In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. Applicable Law
Contractor shall abide by all applicable federal and state laws and regulations, and all rules and regulations of the District. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District.

23. Indemnification
Contractor shall indemnify, hold harmless and defend District, its Board members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's negligent performance hereunder or breach hereof and the negligent performance of Contractor's employees, agents, representatives and subcontractors.

24. Release
The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the District, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the

District unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

25. Tort Claims Act
Nothing herein waives or shall be deemed to waive any of the District's defenses and immunities under the New Mexico Tort Claims Act.

26. Notices
Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

North Central Regional Transit District: **Contractor:**

Executive Director
1327 N. Riverside Dr.
Española, NM 87532

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

NCRTD Representative:_____ Date:_____
: _____ Date:_____

Attachment B

Current Compensation Plan

Position	Grade	Minimum	Maximum	Exempt / Non Exempt
Custodian	7	$23,441	$33,420	NON EXEMPT
Driver	8	$25,249	$35,999	NON EXEMPT
Dispatcher	9	$27,197	$38,776	NON EXEMPT
Facilities Maintenance Specialist	11	$31,555	$44,990	NON EXEMPT
Route Supervisor	12	$33,990	$48,462	NON EXEMPT
Financial Specialist	12	$33,990	$48,462	NON EXEMPT
Fleet Manager	12	$33,990	$48,462	EXEMPT
Operations Analyst	12	$33,990	$48,462	NON EXEMPT
Executive Assistant	13	$39,436	$55,577	NON EXEMPT
Public Information Officer	14	$42,473	$59,883	EXEMPT
Human Resources Assistant	16	$50,148	$70,636	EXEMPT
Financial Analyst	16	$50,148	$70,636	NON EXEMPT
Service Development and Projects Manag	18	$54,953	$78,350	EXEMPT*
Finance Manager	18	$54,953	$78,350	EXEMPT*
Transit Operations and Maintenance Mgr.	18	$54,953	$78,350	EXEMPT*
Transit Projects Manager	20	$66,019	$94,113	EXEMPT*
* At will				

ADDENDA

The undersigned acknowledges receipt of the following addenda to the document:

Addendum No. , Dated _____

Addendum No. , Dated _____

Addendum No. , Dated _____

Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the offer.

The undersigned understands that any conditions stated above, clarifications made to above or information submitted on or with this form other than that requested, will render bid unresponsive.

(Name of Individual, Partnership or Corporation)

_____

(Address)

_____

(Authorized Signature) (Title)

_____

(Date) (Telephone)

AGREEMENT OF GOODS and SERVICES

To: North Central Regional Transit District
1327 North Riverside Drive
Espanola, NM 87532

The undersigned hereby agrees to furnish the goods and services as listed below in accordance with the specifications which have been carefully examined and are attached.

Signed: _____

Printed Name: _____

_____ Title:_____

Date: _____ Telephone: _____

For (Company): _____

Address:

_____

CERTIFICATE OF NON COLLUSION

I hereby swear (or affirm) under penalty of perjury:

1. That I am the Bidder or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);

2. That the attached bid has been arrived at by the Bidder independently and has been submitted without collusion and without any agreement, understanding, or planned course of action with any other vendor of materials, supplies, equipment, or service described in the Invitation for Bid, designed to limit independent bids or competition;

3. That the contents of the bid has not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bidder, and will not be communicated to any such person prior to the official opening of the proposals; and,

4. That I have fully informed myself regarding the accuracy of the statement made in this affidavit.

Signed _____

Firm Name _____

Subscribed and sworn to before me this _____ day of _____ , 2012

Notary Public

My commission expires _____,

Proposers E.I. Number _____
(Number used on employer's Quarterly Federal Tax Return)